

Exhibit A

Rohn M. Roberts, OSB #793620
rroberts@agsprp.com
Arnold, Gallagher, Percell, Roberts & Potter, P.C.
800 Willamette Street, Suite 800
Eugene, Oregon 97401-2296
541-484-0188 Phone
541-484-0536 Fax
Attorneys for Defendant Rebecca Strong

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

**LIFE INSURANCE COMPANY OF
NORTH AMERICA, a Pennsylvania
corporation,**

Plaintiff,

v.

**REBECCA STRONG; STEPHEN KYLE
STRONG; and DOES 1-10, inclusive**

Defendants.

Case No. 6:12-CV-00296-AA

**[PROPOSED] STIPULATED JUDGMENT IN
INTERPLEADER**

Upon reading the Stipulation and Order for Entry of Judgment in Interpleader submitted by and between plaintiff Life Insurance Company of North America ("LINA") and defendants Rebecca Strong and Stephen Kyle Strong (hereinafter both defendants referred to collectively as "Defendants") (hereinafter Defendants and LINA referred to collectively as "the Parties"), and it

appearing that LINA has properly brought this action in interpleader, that this Court has jurisdiction of the parties and of the subject herein, and that good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That LINA properly filed its complaint in interpleader on February 21, 2012, and this is a proper cause for interpleader by and between the Parties, and that Defendants hereby consent to the jurisdiction of this Court in this matter;

2. That LINA issued group life insurance policy no. FLX-980078 ("the Policy") to Trustee of the Group Insurance Trust for Employers in the Transportation and Public Utilities Industry, as the policyholder, and FedEx Freight Systems, Inc., as the subscriber ("FedEx") effective January 1, 2009; and that FedEx offered the Policy to and for the benefit of eligible employees as part of its employee welfare benefit plan ("the Plan");

3. That George W. Strong ("the decedent") was an employee of FedEx and was an eligible participant in the Plan;

4. That on or about July 1, 2000, the decedent enrolled for coverage under the Plan and named Valerie Strong, as primary beneficiary; that Valerie Strong was the decedent's wife at the time of his enrollment for coverage; that Valerie Strong died on April 23, 2009;

5. That on or about November 12, 2010, the decedent changed the primary beneficiary under the Policy from Valerie Strong to defendant Stephen Kyle Strong;

6. That the decedent was diagnosed with lung cancer on or about July 21, 2011;

7. That the decedent married defendant Rebecca Strong on August 6, 2011;

8. That the decedent began receiving in home hospice care on August 16, 2011;

9. That on August 17, 2011 at 10:08 p.m., the FedEx Benefits Online web site was accessed, using the decedent's employee user ID, and the primary beneficiary under the Policy was changed from defendant Stephen Kyle Strong to "Rebecca Stong";

10. That on August 18, 2011, the decedent passed away;

11. That after decedent passed away, the FedEx Benefits Online web site was accessed on August 19, 2011 at 2:21 a.m., using the decedent's employee user ID, and the primary beneficiary was changed from "Rebecca Stong" to defendant "Rebecca Strong";

12. That on or about August 23, 2011, LINA received a claim for the death benefit under the Policy from Rebecca Strong;

13. That Defendants hold potentially adverse claims to the proceeds of the Policy;

14. That in view of the potentially adverse claims, LINA filed this interpleader action;

15. That after filing the interpleader complaint, LINA deposited with the Clerk of the Court, the sum of \$219,134.68, representing the death benefit of \$219,000, plus interest of \$134.68, which total sum LINA admits to be due and owing under the Policy by reason of the decedent's death;

16. That thereafter Defendants entered into negotiations as to the distribution of the Policy proceeds, and that having reached an agreement between themselves as to the distribution of the Policy proceeds, fully and forever release, discharge, and acquit LINA its predecessors, successors, affiliates, parent corporation, officers and agents from any liability of any kind or nature whatsoever under the Policy or by reason of the death of the decedent as to any and all claims, charges, demands, or otherwise that exist now or may arise at any time in the future;

17. That LINA is entitled to costs in the amount of \$876.50 payable from the Policy proceeds and said payment shall be made payable to "Life Insurance Company of North America," C/O Shivani Nanda, Esq., WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP, 525 Market Street, 17th Floor, San Francisco, CA 94105;

18. That the balance of said funds shall be made payable to Defendants Rebecca Strong and Stephen Kyle Strong; which funds shall be forwarded to:

Rebecca Strong and Kyle Strong
c/o Rohn M. Roberts
Arnold Gallagher Percell Roberts & Potter P.C.
800 Willamette Street, Suite 800
Eugene, OR 97401

19. That Defendants and/or their heirs, successors, predecessors, assigns, are permanently enjoined from instituting or prosecuting any proceeding in any State, or United States Court against LINA, its predecessors, successors, subsidiaries, affiliates, parent corporation, officers, employees and/or agents, with respect to group life insurance policy no. FLX-980078; and

20. That LINA, its predecessors, successors, subsidiaries, affiliates, parent corporation, officers, employees and/or agents, are discharged from all liability to Defendants Rebecca Strong and Stephen Kyle Strong in this action or under group life insurance policy no. FLX-980078.

Dated:

5/15/2012

By:



HONORABLE ANN AIKEN
UNITED STATES DISTRICT JUDGE